

THIS INDENTURE WITNESSETH: That JERI and JIM ICENBICE (Jeri Icenbice) was formerly Jeri L. Fisher) of the County of Klamath, State of Oregon, for and in consideration of the sum of Twenty-Five Thousand Dollars (\$25,000.00), to in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto JAMES M. COOPER and CONNIE BERNICE COOPER of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Lot 4, Block 16, Original Town of Merrill, according to the duly recorded plat thereof

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said JAMES M. COOPER and CONNIE BERNICE COOPER heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Twenty-Five Thousand Dollars (\$25,000.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

## PROMISSORY NOTE

April 12, 1989

\$25,000.00

We, jointly and severally, promise to pay to the order of JAMES M. COOPER and CONNIE BERNICE COOPER, at Crescent City, California, Twenty Five Thousand Dollars, with interest thereon at the rate of 10 percent per annum from May 1, 1989 until paid, by payment of Five Thousand (\$5,000.) dollars by May 1 of each year commencing with the year 1990, including interest. All payments shall include interest. If any of said payments are not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts, in which the suit or action, including any appeal therein, is tried, heard or decided.

*Jim Icenbice*  
Jim Icenbice

*Jeri Icenbice*  
Jeri Icenbice

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit:

The mortgagor warrants that proceeds of the loan represented by the above described note and this mortgage are:  
(a) ~~primarily for mortgagor's personal, family, household or agricultural purposes (see Important Note below).~~  
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said JAMES M. COOPER and CONNIE BERNICE COOPER

and their legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said Mortgagors their heirs or assigns.

This mortgage is separate and apart from the preferred ship mortgage executed by the mortgagors on a commercial fishing vessel, Tino. If the preferred ship mortgage is foreclosed, and a deficiency results, action can be taken to foreclose this mortgage to the extent of the deficiency.

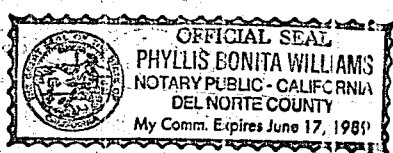
Witness hand this 27 day of April, 1989

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

Jim Icenbice  
Jeri Icenbice

STATE OF CALIFORNIA  
County of DEL NORTE ss.

BE IT REMEMBERED, That on this 27TH day of APRIL, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JIM ICENBICE AND JERI ICENBICE known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that THEY executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.  
Phyllis Bonita Williams  
Notary Public for CALIFORNIA  
My Commission expires JUNE 17, 1989

MORTGAGE  
(FORIA No. 7)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TO

AFTER RECORDING RETURN TO  
BOIVIN & UERLINGS, P.C.  
110 N. Sixth Street  
Klamath Falls, Oregon 97601

STATE OF OREGON,

STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:

SPAI Boivin & Uerlings  
REC on this 15th day of May A.D. 19 89  
at 4:49 o'clock P. M. and duly recorded  
in Vol. M89 of Mortgages Page 8386  
Evelyn Biehn County Clerk  
By [Signature] Deputy.

Fee, \$13.00